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November 17, 2022

VIA EMAIL TRANSMISSION – Krystine.Patterson@sedgwick.com
AND CERTIFIED MAIL

Sedgwick CMS
 Attn: Krystine Patterson
 P.O. Box 14452
 Lexington, KY 40512

RE: Our Client: Anita Chester
 Claim No: 4A2207L4FQ7-0001
 Insured: Dollar Tree Stores, Inc.
 Date of Loss: July 1, 2022

Demand Pursuant to: O.C.G.A. 9-11-67.1
30-DAY TIME LIMIT
Georgia Pre-Suit Offer

Dear Krystine Patterson:

Greetings. As you may know our firm has been retained to represent the above referenced client. After speaking with our client, we have been informed he has been released from treatment concerning his injuries and he has reached maximum medical improvement. All medical bills have been compiled and we would like to discuss settlement of this case without the necessity of trial. **This offer is being made pursuant to O.C.G.A. § 9-11-67.1, the Georgia Pre-Suit Offer Statute.**

Please be advised that in the event these negotiations do not result in settlement of this case, we request that all documentation sent to you concerning this case be returned to this office.

Our client has approached maximum medical improvement to the extent he is postured for settlement. Enclosed are copies of the specials to date. The specials to date consist of the following:

Medical Specials

Emory Hillandale Hospital (07/01/2022)	\$ 1,768.80
American Health Imaging Decatur (07/10/22)	\$ 2,225.00
Emory at Decatur Orthopaedics & Sports Medicine	\$ 415.00
Lifestyle Pain Management	\$ 6,550.00
Total Medical Specials	\$10,958.80

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Facts

On or about July 1, 2022, at approximately 9:00 p.m., Ms. Chester was an invitee at the Dollar Tree store located at 319 N. Hairston Road in Stone Mountain, Georgia. Ms. Chester was walking away from the door as she noticed the building was not open due to renovations when she suddenly slipped and fell backwards due to wet and uneven pavement in the parking lot. As a result of the fall, Ms. Chester sustained significant bodily injuries.

Liability

In Georgia, O.C.G.A 51-3-1 statutorily sets forth the duty which is owed to invitees. Where an owner or occupier of land, by express or implied invitation, induces or leads others to come upon his premises for any lawful purpose, he is liable in damages to such persons for injuries caused by his failure to exercise ordinary care in keeping the premises and approaches safe. Anita Chester was a business invitee at your store where she was there to purchase items however never made it into the store due to the store being closed. The Plaintiff's theory of liability is negligence. Your insured possessed a duty to keep and make its premises safe for its employees and invitees in a manner as to protect its employees/invitees from the reasonable and foreseeable risk of harm or injury. This duty was breached by your insured in that it allowed its parking lot to be uneven and unsafe for invites including Ms. Chester; by which she walked upon and fell. Your insured should have either taken reasonable steps to make sure its grounds are safe and closed off as to forewarn its employees/invitees.

Medical Summary

As a result of the defendant's negligence, Ms. Chester suffered the following injuries: Back pain, neck pain, left shoulder pain, and a fractured fibula (right). As the pain worsened, Ms. Chester immediately sought emergency room treatment at **Emory Hillandale Hospital**, where she was examined by the medical team, x-rayed, treated by the physician, and released with pain medications. Ms. Chester was placed in knee immobilizer (knee brace) and fitted for crutches. The ER physician diagnosed with **proximal fibular fracture**.

Ms. Chester follows up with orthopedic treatment **Emory at Decatur Orthopaedics & Sports Medicine**, where she was evaluated by the medical team and treated by the physician, Dr. Christopher J. Haraszi, MD for her knee injury. MRI of her right knee without contrast were performed at **American Health Imaging** on July 10, 2022, which revealed a fracture on the head of the fibula on series 8 image 24, a comminuted fracture. Dr. Haraszi diagnosed Ms. Chester with the following: **right knee DJD M17.11; fracture of right proximal fibula S82.831A**.

As the pain persisted, Ms. Chester decided to follow up with therapeutic treatment at **Lifestyle Pain Management**, where she was examined by the medical team and followed up with therapeutic treatment by **Dr. Belinda Millington, DC and Dr. Ronda Ward, MD** for several months. The physicians diagnosed the following: **M79.10 myalgia, unspecified site; M62.830 muscle spasm of back; M25.512 pain in left shoulder; M54.2 cervicgia; M99.01 segmental and somatic**

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dysfunction of cervical regional; M99.01 segmental and somatic dysfunction of thoracic region; and M54.50 low back pai, unspecified.

Ms. Chester, a 53-year-old woman, was without any pain and discomfort prior to her fall accident. As a result of the fall, Ms. Chester reports not being able to walk, sit and stand for prolonged periods of time, participate in family functions, driving long distances, and perform simple household duties. Ms. Chester endured weeks of pain and discomfort to her right knee, left shoulder, neck and back. Ms. Chester had to wear a knee brace for months. Ms. Chester reports aggravated pain to her back and left shoulder when lifting objects and moving. Further, Ms. Chester's doctor would testify that she experienced substantial discomfort for several months; and her doctor will testify that he will experience some difficulties on periodic basis, into the future.

Demand

Liability in this matter is clear. The negligence of the insured caused our client painful injuries and intense, persistent pain and suffering. Given the degree of pain and suffering, specials, inconvenience and loss, our client is willing, before filing suit, to settle all claims, against your insured for **Hundred Fifty Thousand Dollars (\$150,000.00)**. Please let me know within a reasonable time if this is acceptable to you. Our client will release your insured, Dollar Tree Stores, Inc. if our offer is accepted by executing a general release. Our client will release them from all claims arising from the July 1, 2022 fall. including property damage, bodily injury, lost wages, medical bills, and pain and suffering. We will accept payment by bank check issued by the insurance company. Payment shall be made not less than 10 days after written acceptance of the offer to settle; made payable to Law Office of Careton R. Matthews and Anita Chester. Please mail the check to: 4820 Redan Road, Suite B, Stone Mountain, Georgia 30088.

This is a compromise demand pursuant to O.C.G.A. § 24-3-37, and is not admissible into evidence. We believe that a jury would likely return a verdict within this range.

I will await a response from you on this matter. Thank you for your attention and cooperation.

Respectfully,



Careton R. Matthews
Attorney for Plaintiff

CRM/tja
Enclosures